

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 04-082

The City of Lincoln and Lancaster County, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

LINCOLN/LANCASTER COUNTY GEOGRAPHIC INFORMATION SYSTEMS MASTER PLAN

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **April 28, 2004** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATION NO. 04-082

LINCOLN/LANCASTER COUNTY

GEOGRAPHIC INFORMATION SYSTEMS MASTER PLAN

1. BACKGROUND

- 1.1 The first phase of the Lancaster county GIS project began in 1989 and involved using GPS to survey National Geodetic Survey (NGS) triangulation stations within and surrounding our county.
 - 1.1.1 These NGS stations were in-turn tied to all township corners.
 - 1.1.2 The result was a 6 mile township grid of sub-centimeter positioning that would become the base for all future GPS and GIS work.
- 1.2 The second phase involved surveying each section corner and quarter corner within each township and adjusting these to the township network.
 - 1.2.1 As the GPS coordinates were determined they were used to construct each section based upon its perimeter control using the coordinate geometry functions in ARC/INFO.
- 1.3 In 1991 the City hired a new Planning Director who was familiar with GIS.
 - 1.3.1 Seeing the potential of what the Engineering Department had started, he arranged for several demonstrations to help promote the concept of using GIS for local government work.
 - 1.3.2 Within 6 months his staff began developing and sharing data with the Engineering Department.
 - 1.3.3 This marked the beginning of a 4 Department Consortium that now forms the core working group for all GIS development in the City and County.
 - 1.3.4 They include; the County Engineering Department, City/County Planning Department, City Public Works and the Assessor's Office.
 - 1.3.5 The decision was made at that time to digitize paper plats of the remaining areas and fit them into the grid.
 - 1.3.6 In addition, the city portion was converted from a Microstation system that was in use by Public Works.
 - 1.3.7 In a very short time we had all 864 mile sections in place and being used.
 - 1.3.8 The Engineering Department continues with the more accurate process of replacing the table digitized and converted sections as completed.
- 1.4 The Planning Department immediately began working with the new data source.
 - 1.4.1 They developed zoning maps, land use maps and growth areas.
 - 1.4.2 They created interesting and interpretive displays that helped portray the many issues that assist in analyzing development.
 - 1.4.3 A very timely product that GIS helped support was a 20 year comprehensive plan review.
 - 14.4 This report included hundreds of maps created by the Planning staff based on the combined digital data from the 4 Departments.
 - 14.5 It was an excellent selling tool and local officials were quite pleased with what had been developed.

- 1.5 In early 1995, the Assessor's office began to replace mainframe terminals with PC's having ArcView.
 - 1.5.1 The 4 core departments also established a central GIS sever that would become the repository of the rapidly growing GIS datasets.
 - 1.5.2 To make full use of this new resource, we participated in a project to have digital aerial photographs available on the network and have updated these along with acquiring higher resolution areas in urban areas.
- 1.6 Since that time GIS has served as a catalyst and has brought together a strong consortium of both City and County offices.
 - 1.6.1 Other offices have joined in, Lincoln Public Schools, County Health department, County Weed Control, County Extension office, Urban Development, Building and Safety, City Police Department and Information Services, all of which have connection to the GIS server.
 - 1.6.2 It has also reached a point where outside agencies are wanting to make use of this vast source of information.
- 1.7 Lincoln/Lancaster County (L/LC) seeks proposals from qualified Geographic Information Systems (GIS) Consultants to guide a feasibility study that examines current practices and prepares a business case for the formation of a L/LC Enterprise GIS.
- 1.8 The study will focus on all aspects of implementing an L/LC Enterprise GIS.

2. PLAN SCOPE OF WORK FOR LINCOLN/LANCASTER COUNTY GIS MASTER

- 2.1 This scope of work is intended to educate respondents about the L/LC's vision, mission, goals, purpose, expected outcomes, and provide a guideline for how they should reply to the L/LC's Request for Proposal (RFP).
 - 2.1.1 L/LC expects the consultant to have considerable experience and skills to this end.
- 2.2 We encourage respondents to present proposals in a manner they deem best for representing their skills, qualifications, and relevant experiences for this engagement.

3. VISION

- 3.1 L/LC will expand the value of GIS technology within its mandate to create the most accessible, coordinated, efficient, advanced, and complete Enterprise GIS possible.
- 3.2 The preparation and course of action to achieve the vision will be guided by this consultant.

4. VISION FOR THE ENTERPRISE GIS

- 4.1 While exploring the notion of an "Enterprise GIS", it is easy to perceive an Enterprise GIS as a functional group that governs a subordinate group of departmental GIS support teams.
 - 4.1.1 Rather, "Enterprise GIS" refers to a total GIS infrastructure comprised of departmental support units and a central unit for supplementary and consolidated services.
- 4.2 The relationship between the Enterprise and departmental GIS support units is characterized as collaborative, complementary, and respectful of the strengths of each.
- 4.3 The vision for Enterprise GIS represents the ideas and best thinking of the administrative and technical stakeholders who participated in two separate visioning processes that established the foundation for the Statement of Work.
- 4.4 The summary reports for both of these visioning sessions are included as Appendix "A" and "B" respectively.
- 4.5 Respondents are encouraged to study the documents as they formulate their strategies and proposals.
- 4.6 While the vision contained in each lacks detail required for implementation, they provide the basis from which the stakeholders believe a successful Enterprise GIS can be built.

- 4.7 The vision combines the advantages of autonomy with the benefits of an enterprise, minimizes the negative impact of bureaucracy associated with bigness, and bridges the gap between tactical service and strategic planning.
- 4.8 The vision follows the concept of best-practice models being promoted by the GIS industry.

5. MISSION

- 5.1 The selected GIS consultant will prepare a plan to accomplish the goals and outcomes outlined in our City of Lincoln and Lancaster County, Nebraska GIS Visioning Workshop report, October 2 - 3, 2003 titled "Connecting More Than the Dots" (copy attached as Appendix "A") and our City of Lincoln / Lancaster County "GIS Visioning Workshop Summary Report" (copy attached as appendix "B").
- 5.2 Based upon analysis of these reports, and an exhaustive discovery and documentation process, the consultant will prepare a business case and recommendation to implement an Enterprise GIS.

6. GOALS

- 6.1 The goal of the GIS consultant is to offer an exemplary business model of the Enterprise GIS.
- 6.2 The model will specifically state the advantages including return on investment (ROI) using existing or projected costs, suggest a support organization, conduct a gap analysis on standards, and identify risk and mitigation factors.

7. PURPOSE

- 7.1 Provide a concrete form and detailed action plan for moving from the current status of our GIS to a fully implemented Enterprise GIS solution.
- 7.2 The plan will be submitted for adoption and subsequent action.

8. EXPECTED OUTCOMES

- 8.1 Consultant will provide a comprehensive and credible report defending a recommendation for implementing a successful Enterprise GIS.
- 8.2 The report will contain sufficient detail as to make clear the benefits, critical success factors, and strategies to make informed decisions about implementing an Enterprise GIS.
- 8.3 The consultant will present the report to the Mayor, City Council, Lancaster County Commissioners, GIS Managers, and the entire L/LC GIS user group.
- 8.4 The ability to create consensus is of prime importance.

9. PROJECT DELIVERABLES

- 9.1 The following outlines L/LC expectations of the GIS consultant and forms the basis of the respondent's proposal.
- 9.2 Conduct necessary studies to prepare a comprehensive, plain-English report aimed at an executive and chief financial officer audience to present the business case for an Enterprise GIS.
- 9.3 The business case should be based on the vision as articulated in the Visioning Report. 9.3.1It should contain a full explanation of the recommended action and answering the question, "Does creating an Enterprise GIS make sense?"
- 9.4 The Visioning Report outlines guidelines for governance.
 - 9.4.1 The consultant report should suggest a direction they deem workable.
- 9.5 The L/LC GIS "Master Plan" must be written in sufficient detail as to become a blueprint for implementation.

- 9.6 The recommended business model must be built on the assumption that overall costs will not significantly increase for the same level of service currently provided by support organizations.
 - 9.6.1 To keep consultant costs down, L/LC staff will assume responsibility for collecting all financial and cost data, and for compiling the inventory of data layers, elements, attributes, users, suppliers, and maintenance.
 - 9.6.2 The GIS consultant will provide a format for costs and data inventories and propose, as appropriate, tools or templates for completing forms and inventories.
- 9.7 The consultant will recommend an Enterprise GIS support organization based upon implementing the vision as articulated in the Visioning Report and this plan.
 - 9.7.1 Current levels of services should be used as the baseline for the demographics of the Enterprise technical and support group.
 - 9.7.2 It will be the consultant's responsibility to assemble data for recommendations; L/LC staff will participate in data collection to contain project costs.
- 9.8 The consultant will review current standards and provide a gap analysis as part of the effort to implement the vision for the Enterprise GIS.
 - 9.8.1 The consultant should provide a list of critical issues and considerations to ensure the objectives of the vision can be accomplished.
 - 9.8.2 The consultant will be expected to provide a credible cost estimate to implement an Enterprise GIS.
 - 9.8.3 The effort should address the questions of "How should the Enterprise GIS be governed?" and "How should it be funded?"
- 9.9 The consultant will assess the risks identified in the Visioning Report and validate through their recommended process, then provide recommendations as to how to mitigate those risks.

10 **PROJECT TIME-LINES**

- 10.1 Assuming consulting work begins as planned, the job of the consultant will be complete by mid-February 2005. The majority of the work will be performed between August and December 2004.
- 10.2 The following chart provides time-lines for project activities.
 - 10.2.1 The dates are provided for project estimating purposes. L/LC acknowledges that the actual time requirements for milestones will be predicated upon a number of factors including respondent recommended project time-lines, L/LC staff workload impacts as defined by the respondents, and internal deadlines for presenting recommendations.

Enterprise GIS - Suggested Project Milestones (Rev 01/04)		
Milestone Activity	Duration	Target Completion
RFP's Due to City/County	2 months	April 30th, 2004
Review and Select Vendor	1 month	End of May 2004
Conduct Scope of Work	12 weeks	End of August 2004
Draft Report	2 months	End of September 2004
Review Internally	1 month	End of November 2004
Final Report	2 weeks	Mid-December 2004
Internal Review and Approval	3 months	Mid-February 2005
Present Recommendations for Administrative Approval	2 months	Mid-March 2005

- 10.3 Respondents should note that the time-lines and durations are estimates only and should only be used as guidelines in preparing the responses to the RFP and scheduling consultant talent who will be assigned to the engagement.

11. SELECTION CRITERIA

- 11.1 The L/LC may elect to use a multi-step selection process depending upon the number and quality of responses received.
- 11.2 The initial screening will be based solely on the quality and thoroughness of content, information gathered through reference checking, and professional presentation.
- 11.3 Subsequent steps may consist of formal presentations and interviews at a designated location in Lincoln, Nebraska.
- 11.4 The respondents have sole responsibility for understanding the vision, mission, goals, and objectives of the engagement and communicate any assumptions made by respondents.
- 11.5 All questions should be directed only to the L/LC contact named herein.
- 11.5.1 Any clarification made to one respondent will be shared with all known parties.
- 11.6 Selection shall be based on the criteria that a respondent demonstrates professional credibility and possesses both the capacity and capability to accomplish the statement of work.
- 11.7 Respondents have total freedom to select the method to present responses that best represents their organization.
- 11.8 Respondents will be notified of their status in the selection process at the close of each step.
- 11.9 Those reaching the finalist step will be notified of the selection once an award has been made.

12. CONTACT INFORMATION

- 12.1 Any questions pursuant to the RFP process should be made to the L/LC contact whose contact information is provided elsewhere in this RFP document.
- 12.2 Proposals are due to this contact no later than 4:00 on April 30th, 2004.
- 12.3 Any questions relating to this statement of work should be directed to:

Tim Pratt - CEIS Manager
City of Lincoln, Public Works & Utilities Department
As a Representative of the
Lincoln/Lancaster County Geographic Information System Advisory Committee
531 Westgate Boulevard, Suite 100
Lincoln, NE 68528
(402) 441-7593
tpratt@ci.lincoln.ne.us
cc: vmejer@ci.lincoln.ne.us

- 12.4 To expedite answers, respondents should either write directly or use e-mail.
- 12.5 Respondents requesting written responses shall receive them via electronic mail (e-mail).
- 12.6 Respondents should ensure proper e-mail addresses are provided with their requests.
- 12.7 Questions shall not constitute justification for extending the due date for proposals unless clarification substantially changes the statement of work.
- 12.8 All questions will be answered as an addendum for all to see the question and the answer.

13. CONSULTANT PROPOSALS

- 13.1 Information provided in this section of the Statement of Work constitutes the material from which the initial screening shall be accomplished.
- 13.1.1 The format for responses shall be made at the discretion of the respondent.
- 13.2 This proposal does not commit the City or Lancaster County to award a contract or to pay any costs incurred in the preparation of a response, including costs incurred by the vendor in preparing for or conducting any site visitations.

14. CONTENT OF PROPOSALS

14.1 Consultant Identification

- 14.1.1 Firm name, address, telephone, and fax numbers;
- 14.1.2 Name of the primary contact and contact numbers;
- 14.1.3 E-mail address for rapid contact or dissemination of information;
- 14.1.4 Type of organization (private business, corporation, partnership, etc.); and,
- 14.1.5 Copies of company brochures or annual reports.

14.2 Consultant Associations and Affiliations

- 14.2.1 Provide a list of associations and identify any affiliations with industry providers of hardware, software, or GIS solutions.
 - 14.2.1.1 If possible, identify what percentage of business is associated with an affiliation.

14.3 Consultant Company Background

- 14.3.1 Include any information that would provide a solid understanding of the respondent's company, products, services, or business plans.
- 14.3.2 If respondent is comprised of a partnership between or among separate companies, explain the relationship and role each company will play in the engagement.
- 14.3.3 Note that any contact between L/LC and respondent will only be made through the contact named in the "Consultant Identification" section above.

14.4 Consultant Qualifications

- 14.4.1 Provide a statement of qualification for similar engagements with governmental agencies - preferably at the regional, county, and municipal level.
- 14.4.2 Also, provide a statement of qualification for work with public organizations having a similar vision or environment.
- 14.4.3 Provide up to five references of similar engagements.
 - 14.4.3.1 Include a brief narrative of the scope of work and engagement deliverables and contact information.
- 14.4.4 Provide resumes of engagement manager and the team who could be assigned to the project using the project time-line.
 - 14.4.4.1 Changes to the team provided by the selected consultant must be approved by the L/LC contact.
- 14.4.5 Provide any other information deemed useful in demonstrating capacity and capability.

14.5 Vendor Proposal (12 copies required)

- 14.5.1 This statement of work provides a "visioning report" in the appendices which respondents should use as a basis for their approach.
- 14.5.2 The final document delivered to the L/LC from this engagement should be detailed enough to make decisions.
- 14.5.3 **Does the Enterprise GIS vision make sense?**
 - 14.5.3.1 Respondents should address the concepts identified in the visioning report and provide commentary that would support the approach as presented or make alternate recommendations.
 - 14.5.3.2 The respondent should identify all study areas to address the question and provide sufficient description of each area to communicate thorough understanding.

- 14.5.3.3 In order to manage costs, L/LC staff will participate in preparing an analysis of the current cost of GIS and perform any inventories of data layers or attributes.
- 14.5.3.4 Among the expected deliverables for this portion of the engagement will be a return on investment analysis for the initial phase of Enterprise GIS implementation.
- 14.5.4 **How should the Enterprise GIS be governed?**
 - 14.5.4.1 Respondents should use the material contained in the visioning report as a basis for developing a recommendation for Enterprise GIS governance.
 - 14.5.4.2 The proposal should identify the approach the respondent will use and the areas where study effort will be concentrated.
 - 14.5.4.3 The principle deliverable should include a discussion of the recommendation, options, and specific recommendations for implementation and risk mitigation.
 - 14.5.4.4 Again, the report should be a blueprint for implementation.
- 14.5.5 **How should the Enterprise GIS be funded?**
 - 14.5.5.1 Recognizing that the respondent can not recommend how the L/LC should fund or adopt cost distribution policies for the Enterprise GIS, it is expected that the respondent provide guidelines for policy decision pursuant to how cost recovery can be performed.
 - 14.5.5.2 If the concept of the Enterprise GIS is recommended, L/LC sees a phased implementation.
 - 14.5.5.2.1 Phase I will be building an Enterprise structure and governance that includes shifting designated support from the departmental to enterprise level and working through a stabilization period. Subsequent phases will be to enable GIS to grow towards becoming a strategic resource for L/LC service.
 - 14.5.5.2.2 In this section of the proposal, respondents should use data compiled from the cost analysis, recommendations for governance, and a proposed implementation plan to help L/LC policy-makers understand the costs and benefits of forming an Enterprise GIS.
- 14.6 **Project Team**
 - 14.6.1 The proposal should contain a description of how the respondent will approach the project and include descriptions of roles and responsibilities for both the consultant and the L/LC team.
 - 14.6.1.1 Provide the respondent's best estimate of the amount of time the L/LC will have to devote to the engagement.
 - 14.6.2 After the selection process, any changes to the project team must be approved by the Geographic Information System Advisory Committee.
- 14.7 **Project Plans**
 - 14.7.1 Project plans should be made to fit the project time-lines referenced earlier in this statement of work.
 - 14.7.1.1 Respondents should present a Gantt chart showing project time-lines and use a "time from day-0" reporting method.

14.7.2 The respondent should list all assumptions made in the formulation of project time-lines.

14.7.2.1 If any assumption is made in lieu of data provided in this statement of work, it should be included on the list.

14.8 **Project Costs**

14.8.1 The respondent may use any approach they prefer to outline their recommended approach.

14.8.1.1 They are encouraged to associate project costs with the recommended approach to provide L/LC guidelines in project costing if proposals significantly exceed the project budget.

14.8.1.2 Such an approach will permit the L/LC to revise the project scope of work with the selected respondent if project costs become a project issue.

14.8.2 This proposal does not commit the City or Lancaster County to award a contract or to pay any costs incurred in the preparation of a response, including costs incurred by the vendor in preparing for or conducting any site visitations.

14.8.2.1 Respondents should provide work sheets showing costs by project phase of deliverable.

14.8.3 Project costs should include all related costs for travel, lodging, automobile, per diem, and others.

14.8.3.1 The L/LC can assist in identifying local lodging the respondents can contact for costs.

14.8.3.2 The respondent should include their policies pursuant to cost reporting, client approvals, daily limits, notifications, or any other factor impacting travel and lodging costs.

14.8.3.3 Provision must be made that no travel or lodging costs will be reimbursed by the L/LC without prior approval by the L/LC's designated project manager.

14.8.3.4 Travel and lodging costs should be aligned with the written assumptions made by the respondent and presented as part of each project phase.

14.8.3.5 It would be desirable for respondents to also include a "not to exceed" amount for this type of expense.

14.8.4 Proposal fees for services must be submitted in a separate, clearly labeled and sealed in an envelope with the firm's name and L/LC GIS Master Plan.

14.8.4.1 Only one submittal fee is required.

14.9 **Final Report**

14.9.1 Define the deliverables of the final report.

14.9.2 Provide with a sample report, a table of contents of the proposed final report with a brief narrative of each section.

14.9.3 Since the final report is the ultimate deliverable of the engagement, the respondent should provide sufficient detail of what will be contained in the report so that the L/LC can gain a solid understanding of what to expect.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work will be done and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
 - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
 - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
 - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

CONTRACT DOCUMENTS

CITY OF LINCOLN

NEBRASKA

CITY OF LINCOLN, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____ day of _____, 2004, by and between _____ hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

_____ and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be _____.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

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** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Executive or No. _____
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

(Address)

ATTEST:

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond

Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):

City of Lincoln

555 South 10th St.

Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place
Of Business):

Owner (Name and Address):

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
 2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
 5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.
- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.